

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No. P00025		3. Effective Date 2004SEP21		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-ADBB SAM CAMPANELLA (586)574-5502 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CAMPANES@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA AUSTRALIA UNIT #11009 APO AP 96551-1000		Code SAS01A	
				SCD B PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) ADI ENGINEERING & VEHICLES PTY LIMITED FINN STREET BENDIGO VICTORIA, AU AUSTRALIA 3552 TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-T015	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002MAR15	
Code Z0655		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF THE PARTIES							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2005MAR15							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) M. J. FRANZEN FRANZENM@TACOM.ARMY.MIL (586)574-6304			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004SEP21	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T015 MOD/AMD P00025	Page 2 of 9
Name of Offeror or Contractor: ADI ENGINEERING &		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this Modification P00025 is to purchase 200 24 inch rims, 200 Run-Flat Inserts (RFIs), and 1,000 tubes of lubricant. These rims and RFIs will be installed on fielded IHMEE vehicles replacing the 3-piece split ring rims.
2. Five of the 200 sets of rims and RFIs will be delivered to Aberdeen Test Center, MD for a government first article test. The government will install the first article rims and RFIs on one of the IHMEE PVT vehicles.
3. ADI certifies the rims, and RFIs are tested/certified for use at highway speeds (65 MPH) in accordance with SAE 1992 and FMVSS 120.
4. The government testing for the rims/RFIs shall include center of gravity, weight, overall height, reducable height (for C-130 transport), and side slope stability. the addition of the bolt-together rims shall not adversely affect the areas listed.
5. Section C, Scope of Work, Paragraph C.26, is added to the Contract.
6. As a result of the above, the contract amount is increased by \$520,453.46 from \$15,089,335.12 to \$15,609,788.58.

*** END OF NARRATIVE A 024 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T015 MOD/AMD P00025	Page 3 of 9
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Name of Offeror or Contractor: ADI ENGINEERING &

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																													
0019	SECURITY CLASS: Unclassified																																																													
0019AA	<p><u>IHMEE 2-PIECE BOLT TOGETHER RIMS</u></p> <p>NOUN: IHMEE BOLT-TOGETHER RIMS PRON: P125E264EH PRON AMD: 02 ACRN: AA AMS CD: 53507400159</p> <p>In accordance with Section C, Scope Of Work, paragraph C.26</p> <p>5 EA - Aberdeen Test Center, MD (First Article Test Qty) 105 EA - Ft. Lewis, WA 30 EA - Schofield Barracks, HI 30 EA - Ft. Wainwright, AK 30 EA - Ft. Indiantown Gap, PA</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>5</td><td>24-DEC-2004</td></tr><tr><td></td><td>\$ 10,287.25</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>002</td><td>105</td><td>25-FEB-2005</td></tr><tr><td></td><td>\$ 100,956.45</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>003</td><td>30</td><td>28-FEB-2005</td></tr><tr><td></td><td>\$ 28,844.70</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>004</td><td>30</td><td>01-MAR-2005</td></tr><tr><td></td><td>\$ 28,844.70</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>005</td><td>30</td><td>02-MAR-2005</td></tr></table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	5	24-DEC-2004		\$ 10,287.25		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	002	105	25-FEB-2005		\$ 100,956.45		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	003	30	28-FEB-2005		\$ 28,844.70		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	004	30	01-MAR-2005		\$ 28,844.70		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	005	30	02-MAR-2005	200	EA		\$ 197,777.80
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CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 9
	PIIN/SIIN DAAE07-02-C-T015 MOD/AMD P00025	

Page 4 of 9

MOD/AMD P00025

Name of Offeror or Contractor: ADI ENGINEERING &

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0019AB	<div>IHMEE RUN FLAT INSERTS</div> <div>NOUN: IHMEE RUN FLAT INSERTS PRON: P125E264EH PRON AMD: 02 ACRN: AA AMS CD: 53507400159</div> <div>In accordance with Section C, Scope Of Work, paragraph C.26</div> <div>5 EA - Aberdeen Test Center, MD (First Article Test Qty) 105 EA - Ft. Lewis, WA 30 EA - Schofield Barracks, HI 30 EA - Ft. Wainwright, AK 30 EA - Ft. Indiantown Gap, PA</div> <div>(End of narrative C001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>5</td><td>24-DEC-2004</td></tr><tr><td></td><td>\$ 14,538.65</td><td></td></tr></table> <div><table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>002</td><td>105</td><td>25-FEB-2005</td></tr><tr><td></td><td>\$ 134,833.65</td><td></td></tr></table><table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>003</td><td>30</td><td>28-FEB-2005</td></tr><tr><td></td><td>\$ 38,523.90</td><td></td></tr></table><table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>004</td><td>30</td><td>01-MAR-2005</td></tr><tr><td></td><td>\$ 38,523.90</td><td></td></tr></table><table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>005</td><td>30</td><td>02-MAR-2005</td></tr><tr><td></td><td>\$ 38,523.90</td><td></td></tr></table></div>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	5	24-DEC-2004		\$ 14,538.65		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	002	105	25-FEB-2005		\$ 134,833.65		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	003	30	28-FEB-2005		\$ 38,523.90		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	004	30	01-MAR-2005		\$ 38,523.90		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	005	30	02-MAR-2005		\$ 38,523.90		200	EA		\$ 264,944.00
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0019AC	<div><div>IHMEE RUNFLAT/TIRE LUBRICANT</div><div>NOUN: IHMEE RUNFLAT/TIRE LUBRICANT PRON: P125E264EH PRON AMD: 02 ACRN: AA AMS CD: 53507400159</div><div>In accordance with Section C, Scope Of Work, paragraph C.26</div><div>25 EA - Aberdeen Test Center, MD (First Article Test Qty) 525 EA - Ft. Lewis, WA 150 EA - Schofield Barracks, HI 150 EA - Ft. Wainwright, AK 150 EA - Ft. Indiantown Gap, PA</div><div>(End of narrative C001)</div><div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCH </div></div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T015 MOD/AMD P00025	Page 7 of 9
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0019AD	<p><u>RIMS/RUNFLATS/LUBE - PKG/SHIPPING</u></p> <p>NOUN: IHMEE PKG/SHIPPING PRON: P146F3042T PRON AMD: 01 ACRN: AK AMS CD: 53507400164</p> <p>In accordance with Section C, Scope Of Work, paragraph C.26</p> <p>Costs For Packaging And Shipping Of the Items Under CLINs 0019AA, 0019AB, And 0019AC FOB Destination</p> <p>1st Delivery - Aberdeen Test Center, MD 2nd Delivery - Ft. Lewis, WA 3rd Delivery - Schofield Barracks, HI 4th Delivery - Ft. Wainwright, AK 5th Delivery - Ft. Indiantown Gap, PA</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>24-DEC-2004</td></tr><tr><td></td><td>\$ 514.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>002</td><td>1</td><td>25-FEB-2005</td></tr><tr><td></td><td>\$ 13,734.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>003</td><td>1</td><td>28-FEB-2005</td></tr><tr><td></td><td>\$ 15,703.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>004</td><td>1</td><td>01-MAR-2005</td></tr><tr><td></td><td>\$ 13,698.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>005</td><td>1</td><td>02-MAR-2005</td></tr><tr><td></td><td>\$ 892.66</td><td></td></tr></table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	24-DEC-2004		\$ 514.00		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	002	1	25-FEB-2005		\$ 13,734.00		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	003	1	28-FEB-2005		\$ 15,703.00		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	004	1	01-MAR-2005		\$ 13,698.00		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	005	1	02-MAR-2005		\$ 892.66		5	LO		\$ 44,541.66
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.26 IHMEE RIMS, RUN-FLAT INSERTS, AND LUBRICANT (CLINs 0019AA, 0019AB, 0019AC, And 0019AD)

- a. ADI will furnish 200 24 inch 2-piece bolt-together rims, 200 run-flat inserts, and 1,000 tubes of lubricant. These items will be installed on fielded IHMEE vehicles replacing the current 3-piece split ring rims.
- b. ADI certifies the rims and run-flats are tested/certified for use at highway speeds (65 MPH) in accordance with SAE 1992 and FMVSS 120.
- c. ADI will provide 5 rims, 5 run-flat inserts, and 25 tubes of lubricant for a government conducted first article test (FAT) on one of the IHMEE PVT vehicles at Aberdeen Test Center, MD. The testing for the bolt-together rims shall include center of gravity, weight, overall height, reducable height (for C-130 transport), and side slope stability. the addition of the bolt-together rims shall not adversely affect the areas listed above.
- d. ADI shall deliver the first article test items to the Government at Aberdeen Test Center (ATC), Aberdeen, MD. The shipping documentation shall contain this contract/modification number and the Lot/Item identification.
- e. Within 30 days after completion of the testing, the Contrating Officer shall notify the Contractor, in writing, of the conditional approval, unconditional approval, or disapproval of the first article. The notice of conditional approval or unconditional approval shall not relieve the contractor from complying will all requirements of the specifications and all other terms and conditions of this modification. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite the reasons for the disapproval.
- f. If the first article is disapproved, the contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing and shall request these tests be repeated. All costs related to these tests are to be borne by the contractor, including any all costs for additional tests caused by a disapproval. The Government reserves the right to require equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- g. If the contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- h. If the Government does not act within the time specified in paragraph (e) above, the Contracting Officer shall, upon timely written request from the contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- i. Before FAT approval, the Contracting Officer may, by written authorization, authorize the contractor to acquire specific materials or components or to commence production to the extent necessary to meet the delivery schedules. Until FAT approval is granted, only costs for the FAT and costs incurred under this authorization are allocable to this contract for (1) installment payments, or (2) termination settlements if these items are terminated for the convenience of the Government. If FAT reveals deviations from contract requirements, the contractor shall, at the location designated by the Government, make the required changes or replace all items produced at no change in the contract price.
- j. The contractor shall produce both the first article and the production quantity at the same facility.

*** END OF NARRATIVE C 005 ***

Name of Offeror or Contractor: ADI ENGINEERING &

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0019AA	P125E264EH 53507400159 A1205159EHEH	AA 1 2ZWD18	\$ 0.00	\$ 197,777.80	\$ 197,777.80
0019AB	P125E264EH 53507400159 A1205159EHEH	AA 1 2ZWD18	\$ 0.00	\$ 264,944.00	\$ 264,944.00
0019AC	P125E264EH 53507400159 A1205159EHEH	AA 1 2ZWD18	\$ 0.00	\$ 13,190.00	\$ 13,190.00
0019AD	P146F3042T 53507400164 A14P51641C2T	AK 1 4ZCC22	\$ 0.00	\$ 44,541.66	\$ 44,541.66
NET CHANGE				\$ 520,453.46	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 22035000026D6D10P53507431E1 S20113	W56HZV	\$ 475,911.80
Army	AK	21 42035000041C1C09P53507431E1 S20113	W56HZV	\$ 44,541.66
NET CHANGE				\$ 520,453.46

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 15,089,335.12	\$ 520,453.46	\$ 15,609,788.58